

**GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT
FOR THE HOTEL ALTE WERFT GMBH & CO. KG (AS OF OCTOBER 2021)**

Scope of applicability

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided to the customer in this context by Hotel Alte Werft GmbH & Co. KG (hotel accommodation contract). They do not apply to package tours within the meaning of § 651 a BGB. The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, hotel, hotel room contract.
2. The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 BGB is waived.
3. General terms and conditions of the customer shall only apply if this has been expressly agreed in text form.
4. Customers within the meaning of these terms and conditions are both consumers and entrepreneurs within the meaning of §§ 13, 14 BGB.

II. Conclusion of contract, partners; Prescription

1. The contract is concluded by the acceptance of the customer's request by the hotel. If the hotel makes a binding offer to the customer, the contract is concluded by the acceptance of the hotel offer by the customer. The room booking should be confirmed in text form. In the case of booking via the hotel's own homepage, the contract is concluded by clicking on the button "book with obligation to pay".
2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, the customer is liable to the hotel together with the third party as joint debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has a corresponding declaration from the third party.
3. All claims of the customer or the third party against the hotel shall in principle become statute-barred one year after the beginning of the knowledge-dependent regular limitation period within the meaning of § 199 (1) BGB. However, claims for damages against the hotel shall become statute-barred at the latest in 3 years, regardless of knowledge, at the latest in 10 years from the breach of duty. These limitation periods do not apply ...
 - in the case of claims based on causation by intent or gross negligence on the part of the hotel – including its vicarious agents.
 - in the case of negligently caused damage resulting from injury to life, body or health.In the case of negligently caused property damage and financial losses, the shortened limitation periods do not apply in the event of a breach of a material contractual obligation. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

III. Services, prices, payments, set-off

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the applicable or agreed prices of the hotel for the provision of the room and the other services used by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel. The agreed prices include the taxes and local duties applicable at the time of conclusion of the contract. Not included are local taxes that are owed by the guest himself according to the respective municipal law, such as tourist tax. In the event of a change in the statutory value added tax or the introduction, modification or abolition of local taxes on the object of performance after conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion of the contract and fulfilment of the contract exceeds four months.
3. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the service of the hotel or the length of stay of the customer requested by the customer dependent on the fact that the price for the rooms or for the other services of the Hotels increased.
4. Invoices of the hotel without a due date are payable without deduction within ten calendar days of receipt of the invoice.
5. Upon conclusion of the contract, the hotel is entitled to demand an appropriate advance payment or security deposit from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In the event of default of payment by the customer, the statutory provisions shall apply.
6. In justified cases, e.B. in the event of payment arrears on the part of the customer or extension of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit within the meaning of Section 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration even after conclusion of the contract.
7. The hotel is also entitled to demand from the customer at the beginning and during the stay an appropriate advance payment or security deposit within the meaning of Section 5 above for existing and future claims arising from the contract, unless such payment has already been made in accordance with Section 5 and/or Section 6 above.
8. The customer can only offset an undisputed or legally binding claim against a claim of the hotel.
9. The customer agrees that the invoice can be sent to him electronically.

IV. Withdrawal of the customer (cancellation, cancellation) / non-use of the services of the hotel (no show)

1. A withdrawal of the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract or in these GTC, a statutory right of withdrawal or termination exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract should be made in text form.
2. If an appointment for free withdrawal from the contract has been agreed between the hotel and the customer (option), the customer can withdraw from the contract until then without triggering payment or compensation claims of the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the hotel in text form by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired, there is no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the

contract, the hotel retains the right to the agreed remuneration despite non-use of the service. The hotel has to offset the income from other rental of the rooms as well as the saved expenses. If the rooms are not rented elsewhere, the hotel can flat-rate the deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight stay with or without breakfast as well as for package arrangements with external services, 70% for half board and 60% for full board arrangements. The customer is free to prove that the aforementioned claim has not arisen or has not arisen in the required amount.

4. If the hotel calculates the compensation specifically, the amount of the compensation shall not exceed the amount of the contractually agreed price for the service to be provided by the hotel, deducting the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
5. The above provisions on compensation shall apply mutatis mutandis if the guest does not make use of the booked room or services without informing us in good time (no show).
6. The hotel is entitled to invoice the guest for the agreed remuneration minus the lump-sum saved expenses and to withhold it from the deposit, insofar as this has been paid.

V. Withdrawal of the hotel

1. If a free right of withdrawal of the customer has been agreed in writing within a certain period, the hotel is also entitled to withdraw from the contract free of charge during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right to withdraw from the contract within 2 weeks upon request of the hotel. If the guest does not let this period pass idly, the hotel is entitled to withdraw from the contract. This applies accordingly if an option is granted if there are other inquiries and the customer is not willing to make a fixed booking upon request of the hotel with a reasonable deadline.
2. If an agreed advance payment or security deposit required in accordance with III. Sections 5 and 6 is not made even after expiry of a reasonable grace period set by the Hotel, the Hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if ...
 - force majeure or other circumstances for which the hotel is not responsible make the fulfilment of the contract impossible;
 - rooms or rooms are booked culpably under misleading or false information or concealment of essential facts (e.B. in the identity of the customer, the solvency or the purpose of the stay);
 - the hotel has reasonable grounds to believe that the use of the hotel service may jeopardise the smooth running of the business, the security or the reputation of the hotel in public, without this being detrimental to the control or the hotel. the organisational area of the hotel is to be attributed;
 - the purpose or reason for the stay is unlawful;
 - there is a violation of I. Clause 2.
4. The justified withdrawal of the hotel does not give rise to any claim for damages on the part of the customer. Should the hotel have a claim for damages against the customer in the event of a withdrawal in accordance with sections 2 or 3 above, the hotel may flat-rate this. Paragraph IV. Point 3 shall apply mutatis mutandis in this case.

VI. Room provision, handover and return

1. The customer does not acquire any claim to the provision of certain rooms, unless this has been expressly agreed in text form.
2. Booked rooms are available to the customer from 3.00 p.m. on the agreed day of arrival at the earliest. The customer is not entitled to an earlier provision.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11 a.m. at the latest. Thereafter, in the event of a delayed evacuation of the room, the hotel can charge 50% of the currently valid full daily accommodation price for its use beyond the contract until 6.00 p.m., then 90% from 6.00 p.m. onwards. Contractual claims of the customer are not justified by this. He is free to prove that the hotel has no or a significantly lower claim to a usage fee. In addition, the hotel reserves the right to prove and assert higher damages.

VII. Liability of the hotel

1. The hotel is liable for damages for which it is responsible from injury to life, body or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent violation of typical contractual obligations of the hotel. Typical contractual obligations are those obligations that make the proper execution of the contract possible in the first place and on the fulfillment of which the customer trusts and may rely. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in this Section VII. Should disturbances or defects occur in the services of the hotel, the hotel will endeavour to remedy the situation upon knowledge or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to him in order to remedy the disruption and to keep possible damage to a minimum.
2. The hotel is liable to the customer for items brought in in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the customer wishes to contribute money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.
3. Insofar as the customer is provided with a parking space in the hotel garage or on the hotel parking lot, also for a fee, this does not constitute a custody contract. In the event of loss or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, the hotel shall only be liable in accordance with section VII.1, sentences 1 to 4 above.
4. Wake-up calls are carried out by the hotel with the utmost care. Messages for customers are treated with care. After prior agreement with the customer, the hotel can take over the acceptance, storage and – on request – the forwarding of mail and consignments of goods for a fee. The hotel is only liable in accordance with the above section VII.1, sentences 1 to 4.



VIII. Miscellaneous

1. Smoking is generally not permitted on the premises of the Forum Alte Werft, including the premises of the Hotel Alte Werft. This also applies to e-cigarettes and cannabis. An exception only applies in specially labelled smoking rooms. Should this smoking ban be violated, we will charge a flat rate of **EUR 250.00** for the actual cleaning costs incurred due to the immense effort involved in cleaning. The guest has the right to prove that we have incurred less damage. Our rights to assert further claims due to a breach of this smoking ban, e.g. due to a lack of subsequent lettings, remain unaffected and can also be demanded from us.

2. the consumption of food and beverages not purchased from us is prohibited in the indoor and outdoor areas of our hotel that are accessible to everyone. In the rooms of our hotel, this prohibition does not apply to baby food and individual cold snacks, fruit and other travel provisions that the guest brings with them as leftovers for their own consumption on arrival. For each case of non-compliance, the guest shall forfeit a contractual penalty of **EUR 25.00**, which shall be payable for each individual offence committed intentionally without taking into account the continuation of the offence. We refuse access to the indoor and outdoor areas of our hotel to external suppliers of food and beverages and will issue a house ban.

IX. Arbitration

Hotel Alte Werft GmbH & Co. KG does not participate in alternative dispute resolution proceedings before a general consumer arbitration board.

X. Final Provisions

1. Changes or additions to the contract, the acceptance of the application or these general terms and conditions for the hotel accommodation contract should be made in text form. Unilateral changes or additions by the customer are ineffective.

2. The place of performance and payment as well as the exclusive place of jurisdiction - also for cheque and bill of exchange disputes - in commercial transactions is the location of the hotel - in this case Papenburg.

3. If a contractual partner fulfils the requirement of § 38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.

4. German law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions is excluded.

5. Should individual provisions of these General Terms and Conditions be or become void for the hotel accommodation contract, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status: October 2021